

**CONTRACT NNL07AA00B
(Modifications)**

The following information has been determined to be exempt from disclosure and has been deleted from the modifications:

- **Modification 2: Award Fees (1st Period), pages 1-4**
- **Modification 2: Award Fees (2nd Period), pages 1-4**
- **Modification 4: Award Fees (3rd Period), pages 1-6**
- **Modification 6: Cost Rates/Payments, page 2**
- **Modification 6: Attachment 1**
- **Schedule of Rates, Section J, Exhibit C**

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b) (4) which covers trade secrets and commercial or financial information obtained from a person and privileged or confidential. It has been held that commercial or financial matter is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974). Disclosure of the financial information could cause substantial competitive harm to the contractor by providing its competitors insight into the company's costing practices and management approaches. Furthermore, disclosure would discourage other companies from participating in future competitive procurements, thereby impairing the Government's ability to obtain complete and accurate cost data, and in turn, frustrating the mandate to obtain maximum competition in negotiated procurements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	OUR Approval 270-0042
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	PAGE 1 OF 9 PAGE(S)
5. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-2199		7. ADMINISTERED BY (If other than Item 6)	6. PROJECT NO. (If applicable)

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and Zip Code)		(4)	9A. AMENDMENT OF SOLICITATION NO.
Swales & Associates, Inc. DBA ATK Space 5050 Powder Mill Rd Beltsville MD 20705 - 1971			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNL07AA00B
			10B. DATED (SEE ITEM 13) 5 Dec 2006
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE BY THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract related matter where feasible.)

The purpose of this action is to modify the contract to reflect changes resulting from Alliant Techsystems, Inc. (ATK) acquisition of stock ownership of Swales & Associates, Inc.

(continued)

Except as provided herein, all terms and conditions of the documents referenced in Item 8A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[Redacted Signature]		SUSAN E. MCCLAIN	
15B. CONTRACTING OFFICER	15C. DATE SIGNED 10/17/07	16B. UNITED STATES OF AMERICA BY [Signature]	16C. DATE SIGNED 10/23/07
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-162-3270
PREVIOUS EDITION UNUSABLE

30-105
Computer Generated

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

I. As a result of this acquisition, Swales & Associates, Inc. has represented its size status as "other than small" in accordance with FAR 19.301-2(b). Therefore, the contract is changed as follows:

1. The contractor's name as shown in Block 15 of the contract document is corrected to read Swales & Associates, Inc. DBA ATK Space vice Swales Aerospace. All other information in the block 15 remains unchanged.

2. Section I, the following clauses are deleted in their entirety:

52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING
52.227-11	JUN 1997	PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11)(MAY 2002)

3. Section I, the following clauses are incorporated by reference herein:

52.219-9	SEP 2006	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1998	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	APR 2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTION

4. The Small Business Subcontracting Plan shall be submitted to the contracting officer within 30 days of the execution of this modification.

5. Section J, Exhibit F, Contract Documentation Requirements is revised to incorporate requirements for submission of the small business subcontracting annual reports as shown in the attached revised document.

II. As a result of ATK's acquisition of Swales and Associates, Inc., and in acknowledgment of the increased potential for Organizational Conflicts of Interest, the contract is changed as follows:

1. Clause H.4, Limitation of Future Contracting is revised to read as shown below:

H.4 LIMITATION OF FUTURE CONTRACTING (NASA 1852.209-71) (DEC 1988)
(Applicable to all CLINs)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5—Organizational Conflicts of Interest.

(b) The nature of these conflicts may be one or more of the following:

- (1) An unfair competitive advantage.
- (2) Organizational Conflicts of Interest in the form of conflicting roles that might bias the Contractor's judgment, such as:
 - (i) The evaluation of the Contractor's own products.
 - (ii) Participation by the Contractor in the development of requirements and specifications for both software and hardware systems.
 - (iii) The management of the evaluation of the Announcements of Opportunity (AO) process.
 - (iv) The management of External Readiness Reviews and assessment processes.
 - (v) Potential for access to other Contractor's confidential business and technical information and/or other proprietary Contractor data.
 - (vi) Access to project planning and other documents relating to the government's plans for upcoming projects and acquisitions
- (c) The restrictions upon future contracting are as follows:
 - (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier Subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
 - (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

2. Clause H.5 is revised to read as follows:

H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (OCIs) (Applicable to all CLINs)

- (a) Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award.
- (b) In general during the performance of this contract, the Contractor may encounter conflicts when required to provide systems engineering and technical direction, prepare specifications or

work statements, provide evaluation services, and/or obtain access to proprietary information as described in FAR 9.505. More specifically, the Contracting Officer has determined that during performance of this contract, the Contractor may be put in the position of performing engineering, scientific, business services and/or other related technical services on critical systems such as space flight hardware and others that were designed and/or built by the Contractor. [For purpose of this clause, the term "Contractor" includes any division, separate company, or subsidiary that is wholly-owned by the parent corporation, and includes any of the prime Contractors teammates and/or Subcontractor(s)]. The existence of these conflicting roles might bias the Contractor's judgment.

(c) The contractor shall meet quarterly with the Contracting Officer and LaRC officials to discuss upcoming actions that might result in conflicts in order to mitigate these conflicts as early as possible. The contractor shall prepare and provide to the Contracting Officer on at least a quarterly basis a docket consisting of all active contracts, anticipated contracts and subcontracts, work that the contractor, its parents and subsidiaries are pursuing or intend to pursue, and work in which the contractor, its parent and subsidiaries are interested. The docket and review shall include active contracts and subcontracts, anticipated contracts and subcontracts, current pursuits, and actions of interest to Swales & Associates, Inc. and ATK as well as upcoming projects for LaRC.

(d) Contractor's response to Task Orders: Within two working days of receipt of a Task Order request or an Electronic Notice of Clarification (NOC) (clause H.8), causing such a conflict to arise, the Contractor shall review the task order or NOC to determine if a potential conflict exists. The review process shall include, as a minimum, review by:

- (1) The TEAMS contract project manager
- (2) ATK Counsel
- (3) ATK Space Systems Vice President for Business Development or the Vice President and General Manager of ATK Space Division

The contractor shall notify the Contracting Officer in writing detailing the review and advise as to whether a conflict does or does not exist and provide a report of a potential conflict detailing:

- (1) The nature of the conflict
- (2) Plan for avoiding, neutralizing or mitigating the conflict
- (3) The benefits and risks associated with acceptance of the plan

(e) Government Response to a Report of a Potential Conflict: The Contracting Officer shall review the report and determine which of the following approaches is in the best interest of the Government and shall so advise the Contractor:

- (1) The Contractor shall perform consistent with the Task Order;
- (2) The Contractor shall not perform the Task Order;

(3) The Task Order shall be cancelled or modified to remove the identified conflict and/or work identified in the Task Order;

(4) The Task Order may be performed by other Government personnel, and/or the work may be obtained by the Government from another source not possessing a similar conflict of interest; or

(5) The Contractor may identify a Subcontractor who can provide services consistent with the Task Order. The Contractor may enter into a subcontract and retain all contractual responsibilities except that the Subcontractor technical reports shall be delivered directly to the Contracting Officer's Technical Representative and the Contracting Officer. This subcontract will not obviate the Contractor's responsibility for acceptable technical performance of the Task Order.

(f) Additional requirements:

(1) Any limitations on future contracting resulting from the Contractor's or its Subcontractor's preparation of specifications, performance work statements, or access to proprietary, business confidential, or financial data of another company are identified in Section H.4 "Limitation of Future Contracting".

(2) The Contractor shall include this clause in all subcontract(s) regardless of tier.

3. Clause H.6 is revised to read as follows:

H.6 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996)
(Applicable to CLIN 2 and CLIN 3)

(a) Only the Contracting Officer may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of Task Orders and Task Order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized in writing by the Contracting Officer.

(b) Prior to issuing a Task Order, the Contracting Officer shall request a proposed task plan from the Contractor. The request shall include the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated Task Order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) Type of Task Order (either cost-reimbursement or firm-fixed-price)

(4) Response time for submitting task plan

(c) Within two working days of receipt of a Task Order request, the contractor shall notify the Contracting Officer as to whether an organizational conflict of interest does or does not exist in accordance with clause **H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (OCIs)**

(d) In the absence of a specified response time in the Contracting Officer's request, the Contractor shall submit a task plan within 15 calendar days, or another time if mutually agreed to by the parties. In some cases in order to meet urgent requirements, the Contractor may be required to respond to the shorter time period identified by the Contracting Officer.

(e) After receipt of the Contracting Officer's request, the Contractor shall submit the appropriate task plan, which includes the information below:

(1) Discussion of the technical approach for performing the work

(2) The total estimated cost and fee for CLIN 2 Task Orders or the total price, including profit for CLIN 3 Task Orders for completion of the Task Order in accordance with Section B.7, Schedule of Rates for Task Orders, to include the following:

(i) Direct Labor estimate by category including hours

(ii) The travel and material estimates

(iii) An estimate for Subcontractors and consultants

(iv) Estimated computer use time required; if applicable

(v) Indirect costs

(vi) Discussion of OCI review and findings in accordance with H.5(d)

(vii) OCI mitigation plan if required

(viii) Other pertinent information

(ix) Monthly spending profile

(x) The Contracting Officer may require the Contractor to provide the cost information as defined in Paragraphs (i) through (vii) above for subtasks within an overall Task Order.

(xi) For CLIN 2 Task Orders, proposed fee to be assigned to the Task Order will be distributed across the Task Order period of performance in the same proportion as the estimated monthly costs. These resulting monthly fee amounts will become part of the award fee pool in the period in which the monthly costs were to be incurred. For CLIN 3 Task Orders, profit will be negotiated as part of the total price on a Task Order basis as specified in Section B.6.

(xii) The Contractor shall indicate with each task plan either that none of the data or software qualifies as limited rights data or restricted computer software, or identify which

of the data or software qualify as limited rights data or restricted computer software. Absent Contractor identification of limited rights or restricted computer software in each Task Order plan, FAR clause 52.227-14, "RIGHTS IN DATA – GENERAL", as modified by 1852.227-14, without Alternates shall apply to all data and software delivered under all Task Orders. Additionally, absent identification of limited rights data or restricted computer software, the Contractor is authorized to assert, or to authorize the assertion of, claim to copyright in any and all computer software first developed in performance of this contract as authorized by the FAR clause 52.227-14, as modified by NFS 1852.227-14. Having been granted permission to assert, or authorize the assertion of, claim to copyright in computer software first developed in the performance of this contract, the Contractor hereby agrees to assign, or obtain the assignment of, all rights, title, and interest in any and all copyrights in computer software first developed in performance of this contract to the U.S. Government. For purposes of defining the rights in the computer software, computer software shall include source codes, object codes, executables, ancillary files, and documentation.

(f) The task plan, once negotiated/accepted by the Contracting Officer, represents the baseline to be used for reporting in columns 7b and 7d of the NASA Form 533M (See Section J Exhibit F, Contract Documentation Requirements, Paragraph A).

(g) After review and any necessary discussions, the Contracting Officer may issue a Task Order to the Contractor containing, as a minimum, the following:

(1) Date of the order

(2) Contract number and Task Order number

(3) Functional description of the work identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized for:

(i) CLIN 2 Task Orders (cost and award fee). This includes allocation of award fee among award fee periods, if applicable.

(ii) CLIN 3 Task Orders (price, including profit).

(6) Any other resources (e.g., travel, materials, equipment, facilities) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual Task Order, accounting and appropriation data.

(9) If applicable, the identified OCI, along with the approved OCI mitigation strategy.

(h) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within

3 working after receipt of the Task Order.

(i) The Contracting Officer may amend Task Orders in the same manner in which they were issued.

(j) In the event of a conflict between the requirements of the Task Order and the Contractor's approved task plan, the Task Order shall prevail.

4. Clause H.8 is corrected to read as follows:

H.8 ELECTRONIC NOTICES OF CLARIFICATIONS (NOCs) (Applicable to CLIN 2)

For some CLIN 2 Task Orders, the Government can define the general scope, but cannot fully define the details (e.g., drawings, processes and procedures). For these cases, general descriptions will be stated in the Task Order PWS, and when the specific details are clarified they will be given to the Contractor in hard copy and/or electronic media. Explicitly capturing these clarifications is necessary to ensure performance value for the Government and the Contractor. When these clarifications are received, the Contractor shall conduct a review of the task for OCIs in accordance with Clause H.5(d). The contractor shall notify the Contracting Officer within two working days if the clarifications do or do not result in an OCI. The contractor shall document the clarification in an electronic notices of clarifications (NOCs) to the Contracting Officer, the COTR, the Technical Monitor, and/or individual users. If the clarification does result in an OCI requiring a written mitigation plan, the clarification, including the OCI mitigation plan, will result in a formal modification to the task order. NOCs will be considered part of the official Task Order records. Initial rough order of magnitude estimates (ROMs) for time and cost may be required for some NOCs. These estimates will be necessary to ensure appropriate cost-sharing among multiple users of the NOC activity within a Task Order. In no case shall the Contractor proceed with a NOC that changes the overall scope or exceeds the cost of the Task Order without a modification to the Task Order.

III. The following administrative changes are made to the contract.

1. Section I, clause 1852.204-76, SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOV 2004) is deleted in its entirety and is replaced with clause 1852-204-76, SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2007).

2. Section J, Exhibit B, Award Fee Evaluation Plan, PART IV – METHOD FOR DETERMINING AWARD FEE, subparagraph (C), the first sentence is corrected to read as follows: The Contractor may submit a 20-page (or less) self-assessment report including cost analyses (not included in the 20-page limitation) to the technical and business coordinators within 25 calendar days from the end of the initial 5-month evaluation period and each additional 6-month evaluation period.

3. Section J, Exhibit E, the current DD 254 is deleted and replaced with the attached, updated DD 254.

4. Section J, Exhibit A, Performance Work Statement, paragraph 3.6 is added as follows:

3.6 Emergency Preparedness and Response

The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise when one or more of the criteria at FAR 18.001, enabling NASA to utilize "Emergency Acquisition Flexibilities", are met. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the Changes clause of this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. Not Applicable	
5. PROJECT NO. (if applicable)		6. ISSUED BY CODE LARC		7. ADMINISTERED BY (if other than Item 6) CODE LARC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SWALES & ASSOCIATES INC. DBA ATK S 5050 POWDER MILL RD BELTSVILLE MD 20705-1971		9. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		10. AMENDMENT OF SOLICITATION NO. (X) 98. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNL07AA00B 10B. DATED (SEE ITEM 11) 12/05/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		12. ACCOUNTING AND APPROPRIATION DATA (if required) Not Applicable		13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(c).			
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement			
		D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor		[] is not [X] is required to sign this document and return 1 copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract subject matter when feasible)					

See page 2.

Except as provided herein, all terms and conditions of this document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sylvia Small	
15B. CONTRACTOR/OFFEROR [Redacted] (Signature of person authorized to sign)		15C. DATE SIGNED 3/28/08	
15D. UNITED STATES OF AMERICA [Redacted] (Signature of Contracting Officer)		15C. DATE SIGNED 3/31/2008	

NSN 7540-01-152-8070
Previous editions obsolete

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. The purpose of this modification is to incorporate by reference:

- a. ATK Space Small Business Subcontracting Plan, dated 11/21/2007,
- b. Revised Organizational Conflicts of Interests (OCI) Mitigation Plan, dated 03/06/2008,
- c. Online Representations and Certifications Application (ORCA) certified on 08/14/2007, which replaces the certification submitted with the solicitation,
- d. Wage Determination No. 2005-2544, Revision 6, dated 11/13/2007 available online at www.wdol.gov.

2. The payment office in block 25 is changed

From: NASA/ Langley Research Center
Financial Management Division
M/S 175
Hampton, VA 23681-2199

To: NASA Shared Services Center (NSSC)
Financial Management Division (FMD)
Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
Phone: 1-877-677-2123
Fax: 1-866-209-5415
Email: NSSC-AccountsPayable@nasa.gov

3. NFS 1852.216-87, Submission of Vouchers for Payment, paragraph (b) (1) is changed

From: NASA Langley Research Center
M/S 175/ Accounts Payable and Employee Services Branch
Hampton, VA 23681-2199

To: NASA Shared Services Center (NSSC)
Financial Management Division (FMD)
Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529

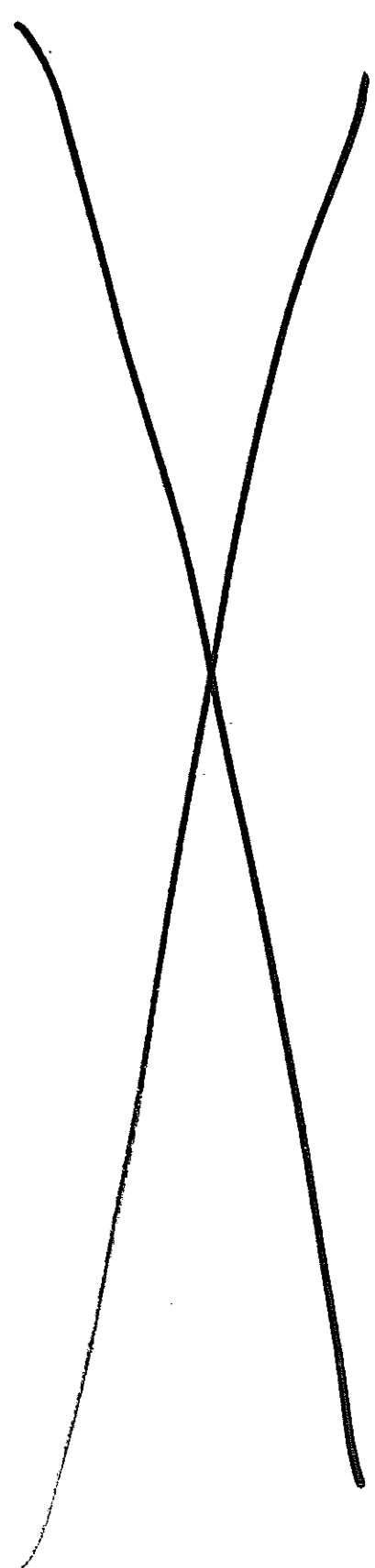
4. Section H, Clause H.5, Organizational Conflicts of Interest (OCIs), paragraph (d)(3) is changed

From: ATK Space Systems Vice President for Business Development or the Vice President and General Manager of ATK Space Division

To: ATK Space Systems Vice President for Business Development, the Vice President and General Manager of ATK Space Division, or other alternates identified to and approved by the Contracting Officer.

5. Award Fee determinations for the 1st and 2nd periods are reflected in Attachments 1 and 2.

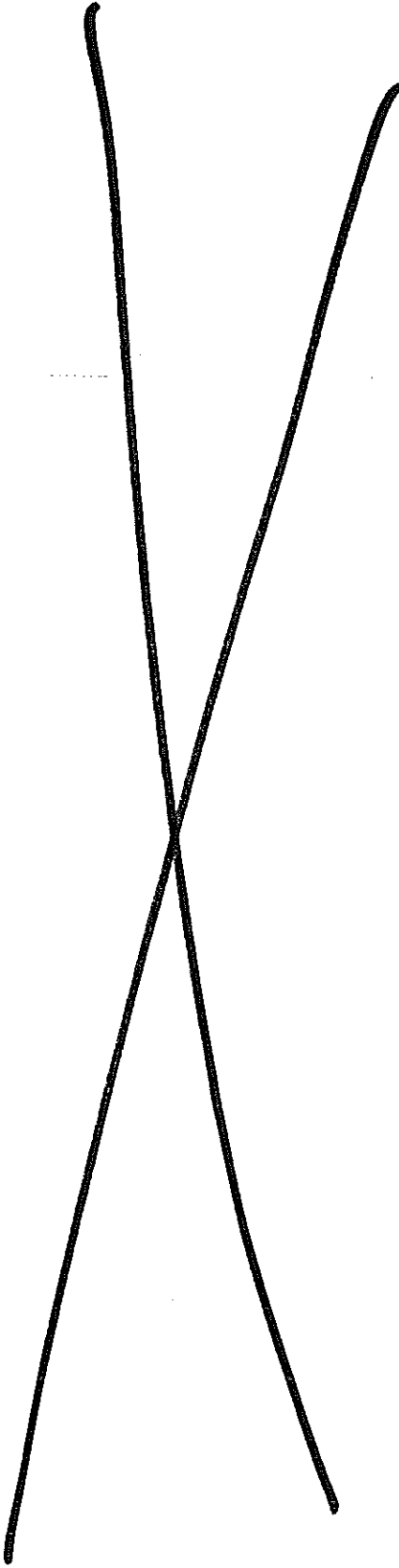
All other terms and conditions remain unchanged.

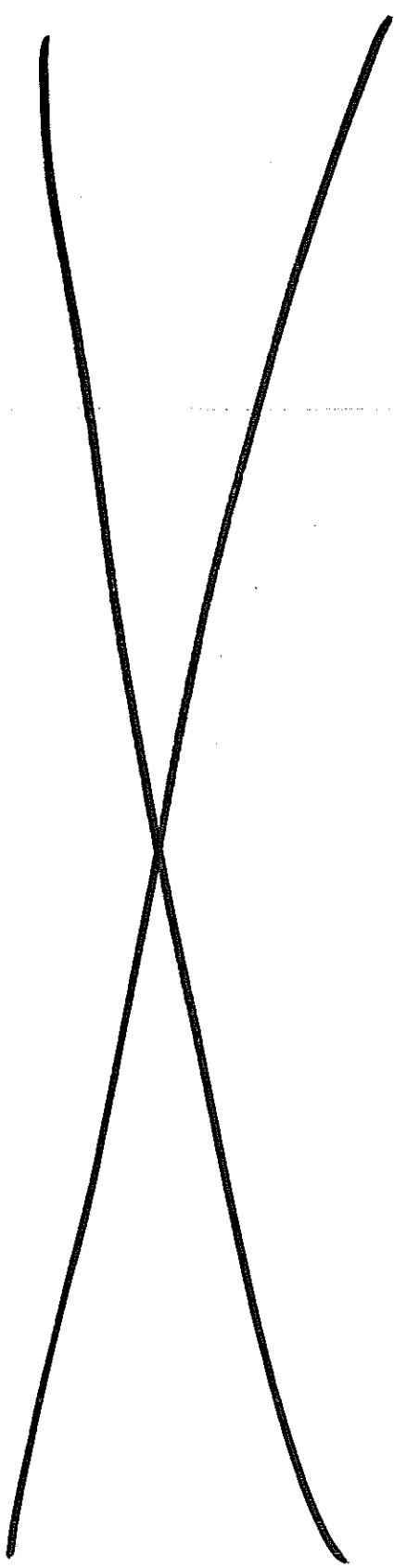
First Award Fee Period 5 Dec 2006 - 4 Jun 2007	
Task Order	Payable Fee
NNL07AM00T	
Fee Amount	
NNL07AM01T	
Fee Amount	
NNL07AM02T	
Fee Amount	
NNL07AM03T	
Fee Amount	
NNL07AM04T	
Fee Amount	
NNL07AM05T	
Fee Amount	
NNL07AM06T	
Fee Amount	
NNL07AM07T	
Fee Amount	
NNL07AM08T	
Fee Amount	
NNL07AM09T	
Fee Amount	
NNL07AM10T	
Fee Amount	
NNL07AM11T	
Fee Amount	
NNL07AM12T	
Fee Amount	
NNL07AM13T	
Fee Amount	
NNL07AM14T	
Fee Amount	
NNL07AM16T	
Fee Amount	
NNL07AM17T	
Fee Amount	
NNL07AM18T	
Fee Amount	
NNL07AM19T	
Fee Amount	
NNL07AM20T	
Fee Amount	
NNL07AM21T	
Fee Amount	

NNL07AM22T	
Fee Amount	
NNL07AM23T	
Fee Amount	
NNL07AM24T	
Fee Amount	
NNL07AM25T	
Fee Amount	
NNL07AM26T	
Fee Amount	
NNL07AM27T	
Fee Amount	
NNL07AM28T	
Fee Amount	
NNL07AM29T	
Fee Amount	
NNL07AM30T	
Fee Amount	
NNL07AM31T	
Fee Amount	
NNL07AM32T	
Fee Amount	
NNL07AM33T	
Fee Amount	
NNL07AM34T	
Fee Amount	
NNL07AM35T	
Fee Amount	
NNL07AM36T	
Fee Amount	
NNL07AM37T	
Fee Amount	
NNL07AM38T	
Fee Amount	
NNL07AM39T	
Fee Amount	
NNL07AM40T	
Fee Amount	
NNL07AM41T	
Fee Amount	
NNL07AM42T	
Fee Amount	
NNL07AM43T	
Fee Amount	\$
NNL07AM44T	

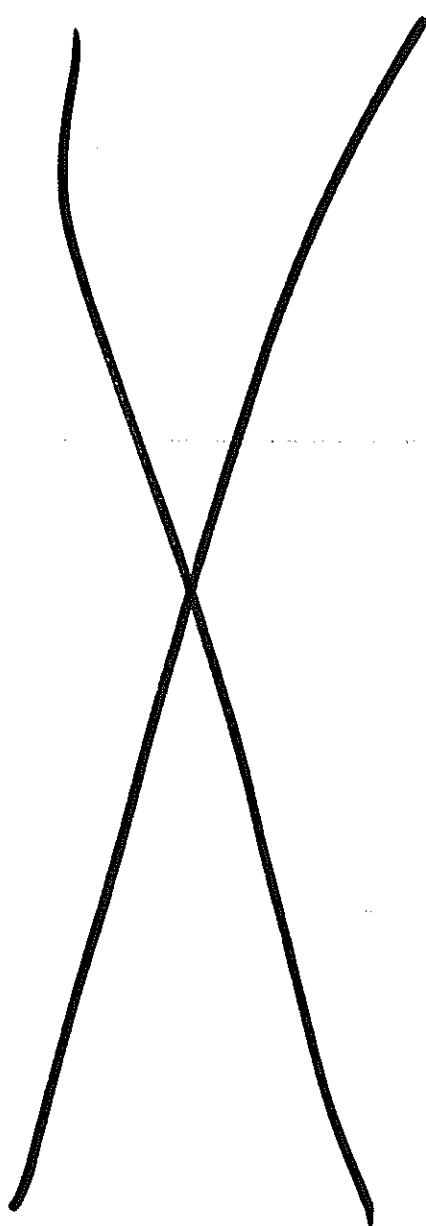
Fee Amount
NNL07AM45T
Fee Amount
NNL07AM46T
Fee Amount
NNL07AM47T
Fee Amount
NNL07AM48T
Fee Amount
NNL07AM49T
Fee Amount
NNL07AM50T
Fee Amount
NNL07AM51T
Fee Amount
NNL07AM52T
Fee Amount
NNL07AM53T
Fee Amount
NNL07AM54T
Fee Amount
NNL07AM55T
Fee Amount
NNL07AM56T
Fee Amount
NNL07AM57T
Fee Amount
NNL07AM58T
Fee Amount
NNL07AM59T
Fee Amount
NNL07AM60T
Fee Amount
NNL07AM61T
Fee Amount
NNL07AM62T
Fee Amount
NNL07AM64T
Fee Amount
NNL07AM65T
Fee Amount
NNL07AM66T
Fee Amount
NNL07AM67T
Fee Amount

NNL07AM68T	
Fee Amount	
NNL07AM69T	
Fee Amount	
NNL07AM70T	
Fee Amount	
NNL07AM71T	
Fee Amount	
NNL07AM72T	
Fee Amount	
NNL07AM73T	
Fee Amount	
NNL07AM74T	
Fee Amount	
NNL07AM75T	
Fee Amount	
NNL07AM76T	
Fee Amount	
NNL07AM77T	
Fee Amount	
NNL07AM78T	
Fee Amount	
NNL07AM79T	
Fee Amount	
NNL07AM80T	
Fee Amount	
NNL07AM81T	
Fee Amount	
NNL07AM82T	
Fee Amount	
NNL07AM83T	
Fee Amount	
NNL07AM84T	
Fee Amount	
NNL07AM85T	
Fee Amount	
NNL07AM86T	
Fee Amount	
NNL07AM87T	
Fee Amount	
NNL07AM88T	
Fee Amount	
TOTALS	\$

Second Award Fee Period 5 Jun 2007 - 4 Dec 2007	
Task Order	Payable Fee
NNL07AM00T	
NNL07AM01T	
NNL07AM02T	
NNL07AM03T	
NNL07AM04T	
NNL07AM05T	
NNL07AM06T	
NNL07AM07T	
NNL07AM08T	
NNL07AM09T	
NNL07AM10T	
NNL07AM11T	
NNL07AM12T	
NNL07AM13T	
NNL07AM14T	
NNL07AM15T	
NNL07AM16T	
NNL07AM17T	
NNL07AM18T	
NNL07AM19T	
NNL07AM20T	
NNL07AM21T	
NNL07AM22T	
NNL07AM23T	
NNL07AM24T	
NNL07AM25T	
NNL07AM26T	

Second Award Fee Period 5 Jun 2007 - 4 Dec 2007	
Task Order	Payable Fee
NNL07AM27T	
NNL07AM28T	
NNL07AM29T	
NNL07AM30T	
NNL07AM31T	
NNL07AM32T	
NNL07AM33T	
NNL07AM34T	
NNL07AM35T	
NNL07AM36T	
NNL07AM37T	
NNL07AM38T	
NNL07AM39T	
NNL07AM40T	
NNL07AM41T	
NNL07AM42T	
NNL07AM43T	
NNL07AM44T	
NNL07AM45T	
NNL07AM46T	
NNL07AM47T	
NNL07AM48T	
NNL07AM49T	
NNL07AM50T	
NNL07AM51T	
NNL07AM52T	
NNL07AM53T	
NNL07AM54T	

Second Award Fee Period 5 Jun 2007 - 4 Dec 2007	
Task Order	Payable Fee
NNL07AM55T	
NNL07AM56T	
NNL07AM57T	
NNL07AM58T	
NNL07AM59T	
NNL07AM60T	
NNL07AM61T	
NNL07AM62T	
NNL07AM64T	
NNL07AM65T	
NNL07AM66T	
NNL07AM67T	
NNL07AM68T	
NNL07AM69T	
NNL07AM70T	
NNL07AM71T	
NNL07AM72T	
NNL07AM73T	
NNL07AM74T	
NNL07AM75T	
NNL07AM76T	
NNL07AM77T	
NNL07AM78T	
NNL07AM79T	
NNL07AM80T	
NNL07AM81T	
NNL07AM82T	

Second Award Fee Period 5 Jun 2007 - 4 Dec 2007	
Task Order	Payable Fee
NNL07AM84T	
NNL07AM85T	
NNL07AM86T	
NNL07AM87T	
NNL07AM88T	
NNL07AM89T	
NNL07AM90T	
NNL07AM91T	
NNL07AM92T	
NNL07AM93T	
NNL07AM94T	
NNL07AM95T	
NNL07AM96T	
NNL07AM98T	
NNL07AM99T	
NNL07AN01T	
NNL07AN02T	
NNL08AM02T	
NNL08AM03T	
TOTALS	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 000003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. Not Applicable	
5. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		6. CODE LARC		7. ADMINISTERED BY (if other than item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SHALES & ASSOCIATES INC DRA ATK S 5050 POWDER MILL RD BELTSVILLE MD 20705-1971		9. CODE BV43		10. FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		12. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.		13. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
14. THE ABOVE NUMBERED SOLICITATION IS AMENDED AS SET FORTH IN ITEM 14. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFERS IS EXTENDED. IS NOT EXTENDED.		15. OFFERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION OR AS AMENDED, BY ONE OF THE FOLLOWING METHODS: (a) By completing items 5 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.		16. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule	

17. CHECK ONE		18. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
19. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		20. THE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
21. OTHER (Specify type of modification and authority)		22. FAR 43.103(a), Mutual Agreement between the parties	
23. IMPORTANT: Contractor is not. It is required to sign this document and return _____ 1 _____ copies to the issuing office.		24. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to replace the current Section J, Exhibit F, DD Form 254 with the attached DD Form 254, Revision 2, dated May 9, 2008. All other terms and conditions remain unchanged.	

Except as provided herein, all terms and conditions of the document referenced in item 5A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sylvia Small		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sylvia Small	
15C. DATE SIGNED 6-20-08		15D. DATE SIGNED 7/1/2008	
15E. UNITED STATES OF AMERICA		15F. UNITED STATES OF AMERICA	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Sensitive But Unclassified

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING
A. Facility Clearance Required

TOP SECRET

B. Level Of Safeguarding Required

NON APPLICABLE

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

A. PRIME CONTRACT NUMBER

NNL07AA008

B. SUBCONTRACT NUMBER

C. SOLICITATION OR OTHER NUMBER

NNL06148457R

Date (YYMMDD)

2006/07/31

3. THIS SPECIFICATION IS: (X and complete as applicable)

A. ORIGINAL (Complete Date in All Cases)

Date (YYMMDD)

B. REVISED (Supersedes all previous specs)

Revision No.

2

Date (YYMMDD)

2008/05/09

C. FINAL (Complete Item 5 in All Cases)

Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?

Classified material received or generated under

YES

X

NO. If Yes, complete the following:

5. IS THIS A FINAL DD FORM 254?

In response to the contractor's request dated

YES

X

NO. If Yes, complete the following:
(Preceding Contract Number) is transferred to this follow-on contract.

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

A. Name, Address, And Zip Code

SWALES & ASSOCIATES, INC
5050 POWDER MILL ROAD
BELTSVILLE, MD 20705

B. CAGE Code

8V543

C. Cognizant Security Office (Name, Address, And Zip Code)

DEFENSE SECURITY SERVICE
938 ELKRIDGE LANDING ROAD, SUITE 310
LINTHICUM, MD 21090-2917

7. SUBCONTRACTOR

A. Name, Address, And Zip Code

LOCKHEED MARTIN SPACE OPERATIONS
TWO CORPORATE PLAZA
2625 BAY AREA BLVD
HOUSTON, TX 77058-1551 (7A. CONTINUED IN BLOCK 13)

B. CAGE Code

27413

C. Cognizant Security Office (Name, Address, And Zip Code)

DEFENSE SECURITY SERVICE
5800 E. CAMPUS CIRCLE DRIVE, #204B
IRVING, TX 75063

8. ACTUAL PERFORMANCE

A. Location

NASA LANGLEY RESEARCH CENTER
HAMPTON, VA 23681-0001

B. CAGE Code

C. Cognizant Security Office (Name, Address, And Zip Code)
PROGRAM SECURITY OFFICE
NASA, LANGLEY RESEARCH CENTER
MAIL STOP 411
HAMPTON, VA 23681-2199

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT
STATEMENT OF WORK FOR TECHNOLOGY, ENGINEERING, AND AEROSPACE MISSION SUPPORT (TEAMS) SERVICES
FOR THE LARC FUNCTIONAL AREA OF AERODYNAMICS, AEROTHERMODYNAMICS, ACOUSTICS, STRUCTURES AND
MATERIALS, AEROSPACE SYSTEMS AND CONCEPTS, AIRBORNE SYSTEMS, AND SYSTEMS ENGINEERING.

10. CONTRACTOR WILL REQUIRE ACCESS TO:

A. Communications Security (COMSEC) Information

YES

NO

B. Restricted Data

X

C. Critical Nuclear Weapon Design Information

X

D. Formerly Restricted Data

X

E. Intelligence Information

X

(1) Sensitive Compartmented Information (SCI)

X

(2) Non-SCI

X

F. Special Access Information

X

G. NATO Information

X

H. Foreign Government Information

X

I. Limited Dissemination Information

X

J. For Official Use Only Information

X

K. Other (Specify)

X

N/A

X

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

A. Have Access To Classified Information Only At Another Contractor's Facility Or A

YES

NO

B. Receive Classified Documents Only

X

C. Receive And Generate Classified Material

X

D. Fabricate, Modify, Or Store Classified Hardware

X

E. Perform Services Only

X

F. Have Access To U.S. Classified Information Outside The U.S., Puerto Rico, U.S.

X

Possessions And Trust Territories

X

G. Be Authorized To Use The Services Of Defense Technical Information Center (DTIC)

X

H. Require A COMSEC Account

X

I. Have Tempnet Requirements

X

J. Have Operations Security (OPSEC) Requirements

X

K. Be Authorized To Use The Defense Courier Service

X

L. Other (Specify)

X

X

DD Form 254, DEC 90 (EG)

Previous editions are obsolete

Sensitive But Unclassified

Sensitive But Unclassified

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ Direct

☒ Through (Specify)

NASA Program Security Officer (PSO) and Contracting Officer. Information will be forwarded through secure project channels until a classification review of the information is completed by the PSO.

To the Office of Public Affairs, National Aeronautics and Space Administration, Washington, DC 20545, for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

OPERATION SECURITY (OPSEC) COUNTERMEASURES WILL BE CONSIDERED; HOWEVER NO MONIES WILL BE SPENT WITHOUT PRIOR APPROVAL FROM THE CONTRACTING OFFICER AND THE PROGRAM SECURITY OFFICER (PSO).

INDIVIDUALS SUPPORTING TASK ORDERS WITH TOP SECRET CLEARANCE REQUIREMENTS MUST BE ELIGIBLE FOR A TOP SECRET SECURITY CLEARANCE. THOSE KEY POSITIONS IDENTIFIED BY THE PRIME CONTRACTOR THAT REQUIRES ACCESS TO SPECIAL INFORMATION MUST BE ELIGIBLE FOR A TOP SECRET SECURITY CLEARANCE BASED ON AN INVESTIGATION THAT WAS GRANTED WITHIN 5 YEARS OF THE ACCESS REQUEST.

REINVESTIGATION UPDATES FOR INDIVIDUALS HOLDING KEY POSITIONS MUST BE SUBMITTED PRIOR TO THE 5 YEAR ANNIVERSARY OF THE ORIGINAL INVESTIGATION.

THE PRIME CONTRACTOR SHALL PROVIDE COPIES OF ANY DD FORM 254'S THAT ARE ISSUED TO SUBCONTRACTORS, RELEVANT TO THE PERFORMANCE OF CLASSIFIED TASKS ASSOCIATED WITH THIS CONTRACT, TO THE SIGNATORY IDENTIFIED IN BLOCK 16D FOR REVIEW AND APPROVAL PRIOR TO ISSUING.

BLOCK 7A. CONTINUED:

**VIGYAN INC.
30 RESEARCH DRIVE
HAMPTON, VA 23666**

CAGE CODE: 4U753

**DEFENSE SECURITY SERVICE
293 INDEPENDENCE BLVD, SUITE 532
VIRGINIA BEACH, VA 23462-5400**

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

☒ Yes ☐ No

Pursuant to Executive Order 12958 as amended and incorporated into NASA directives, additional security requirements for all task covered by item 10(f) are identified in the NASA Special Access Program Guide Dated 20 Dec 02 as well as the Joint Air Force, Army, and Navy regulations (JAFAN) 6/3, 6/4, and 6/9.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☒ Yes ☐ No

Elements of this contract are carved out and outside of the inspection responsibility of the Defense Security Service (DSS). DSS maintains security cognizance of non-SAP performance and areas and the NASA Program Security Office assumes security cognizance and review authority for all SAP activities and areas. Carve Out status can be verified by contacting the NASA PSO listed below.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (Include Area Code)

THOMAS A. STROUD

PROGRAM SECURITY OFFICER

757-864-6507

d. ADDRESS (Include Zip Code)

NASA LANGLEY RESEARCH CENTER
M/S 411, ATTN: PROGRAM SECURITY OFFICER
16 VICTORY STREET, HAMPTON, VA 23681-2199

e. SIGNATURE

17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | A. Contractor |
| <input checked="" type="checkbox"/> | B. Subcontractor |
| <input checked="" type="checkbox"/> | C. Cognizant Security Office For Prime And Subcontractor |
| <input checked="" type="checkbox"/> | D. U.S. Activity Responsible For Overseas Security Administration |
| <input checked="" type="checkbox"/> | E. Administrative Contracting Officer |
| <input checked="" type="checkbox"/> | F. Others As Necessary |

Sensitive But Unclassified

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. Not Applicable	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (if other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (City, street, county, State and ZIP Code) SWALES & ASSOCIATES INC. DBA ATK S 5050 POWDER MILL RD BELTSVILLE MD 20705-1971		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE: 8V543		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL07AA00B	
				10B. DATED (SEE ITEM 13) 12/05/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers. ☐ Is extended. ☐ Is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required).

Not Applicable

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes - Cost Reimbursement, ALT I
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ Is not. ☐ Is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to:

1. Update Contractor's Name change on Standard Form 33, Block 15.

FROM: Swales & Associates, Inc. DBA ATK Space TO: ATK Space Systems, Inc.

2. Incorporate Award Fee Payable for the 3rd period as reflected on Attachment 1.

3. Incorporate updated Wage Determination 05-2544 (Rev. 8), posted 06/03/2008, available online at www.dol.gov.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

14A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]		14B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sylvia Small	
14C. CONTRACTOR/OFFEROR [Redacted]	14D. DATE SIGNED 11/3/08	14E. UNITED STATES OF AMERICA [Signature of Contracting Officer]	14F. DATE SIGNED 11/3/2008

NSN 7540-01-162-8870
Previous ed 3/01 unusable

STANDARD FORM 30 (REV. 10-93)
Prescribed by GSA
FAR (48 CFR) 53.243

4. Incorporate the following Government Property Clauses:

BY REFERENCE

FAR 52.245-1, Government Property (Jun 07)

FULL TEXT

NFS 1852.245-73, Financial Reporting of NASA Property in the Custody of Contractors (Sep 2007)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address:

NASA Langley Research Center
Industrial Property Office
M/S 377
Hampton, VA 23681-2199

unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

NFS 1852.245-76, List of Government Property Furnished Pursuant to FAR 52.245-1 (Deviation) (Sep 2007)

(a) For performance of work under this contract, the Government will make available Government property identified below or in Attachment N/A of this contract on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at NASA Langley Research Center, Hampton, VA and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

Item Description	Acquisition Date	Acquisition Cost	Qty	If equipment		
				Manufacturer	Model	Serial Number
Projector, Laser	01/29/2008	\$33,000.00	1 EA	Assembly Guidance Systems, Inc.	PCS	10510
Projector, Laser	01/29/2008	\$33,000.00	1 EA	Assembly Guidance Systems, Inc.	PCS	10511
Projector, Laser	01/29/2008	\$33,000.00	1 EA	Assembly Guidance Systems, Inc.	PCS	10512
Projector, Laser	01/29/2008	\$33,000.00	1 EA	Assembly Guidance Systems, Inc.	PCS	10513
Computer Micro	01/29/2008	\$2,450.00	1 EA	Adlink Tech, Inc.	ADLINK 1	2441A-79001
Verification Unit	01/29/2008	\$18,000.00	1 EA	Assembly Guidance Systems, Inc.	H2A	0023
Display Unit	01/29/2008	\$750.00	1 EA	Samsung Electron Devices	720N	MJ17H9FM4114513P
Metal Storage Cabinet		\$200.00	1 EA			
Vacuum Debulk Table Top		\$5,000.00	1 EA			01050-3
Assembly Guidance Laser Stand		\$6,000.00 (\$3,000 EA)	2 EA			001-002
Assembly Guidance Laser Stand		\$6,000.00 (\$3,000 EA)	2 EA			003-004

(End of clause)

5. Transfer the following Government property from Contract NNL07AA00B (TEAMS) to Contract NNL04AA13B (SMATAAAV) Northrop Grumman:

IM7/977-2 Material, CCM-SPEC -001, Type II Material -
(1) Roll (No. 3 / 34 lbs) Value: \$ 7,500.00

6. Incorporates the attached Revised Section J Exhibit F, Contract Documentation Requirements, paragraph A. This revision eliminates the requirement for a Baseline Financial Management Report for each of the remaining 12 month intervals.

All other terms and conditions remain unchanged.

TASK	TOTAL ESTIMATE \$	AWARD FEE PAYABLE
NNL07AM00T	\$ 8,067,829.24	
NNL07AM01T	\$ 51,442.85	
NNL07AM02T	\$ 153,553.16	
NNL07AM03T	\$ 44,065.75	
NNL07AM04T	\$ 338,156.58	
NNL07AM05T	\$ 64,905.65	
NNL07AM06T	\$ 68,110.85	
NNL07AM07T	\$ 650,967.41	
NNL07AM08T	\$ 230,967.43	
NNL07AM09T	\$ 1,227.58	
NNL07AM10T	\$ 315,236.67	
NNL07AM11T	\$ 57,696.89	
NNL07AM12T	\$ 83,670.84	
NNL07AM13T	\$ 13,133.76	
NNL07AM14T	\$ 53,864.95	
NNL07AM15T	\$ 1,100.50	
NNL07AM16T	\$ -	
NNL07AM17T	\$ 73,828.85	
NNL07AM18T	\$ 90,715.78	
NNL07AM19T	\$ 158,459.62	

TASK	TOTAL ESTIMATE \$	AWARD FEE PAYABLE
NNL07AM20T	\$ 112,816.23	
NNL07AM21T	\$ 110,508.97	
NNL07AM22T	\$ 200,806.96	
NNL07AM23T	\$ 62,742.47	
NNL07AM24T	\$ 90,565.13	
NNL07AM25T	\$ 31,395.20	
NNL07AM26T	\$ 30,786.08	
NNL07AM27T	\$ 195,889.35	
NNL07AM28T	\$ 426,690.68	
NNL07AM29T	\$ 77,743.81	
NNL07AM30T	\$ 10,902.78	
NNL07AM31T	\$ 159,041.84	
NNL07AM32T	\$ 617,067.67	
NNL07AM33T	\$ 130,552.73	
NNL07AM34T	\$ 57,548.80	
NNL07AM35T	\$ -	
NNL07AM36T	\$ 129,763.97	
NNL07AM37T	\$ 364,657.77	
NNL07AM38T	\$ 235,023.29	
NNL07AM39T	\$ 100,448.10	

TASK	TOTAL ESTIMATE \$	AWARD FEE PAYABLE
NNL07AM40T	\$ 310,440.72	
NNL07AM41T	\$ 67,872.88	
NNL07AM42T	\$ 59,490.55	
NNL07AM43T	\$ 92,327.81	
NNL07AM44T	\$ 98,014.99	
NNL07AM45T	\$ 16,366.15	
NNL07AM46T	\$ 37,715.98	
NNL07AM47T	\$ -	
NNL07AM48T	\$ 96,196.00	
NNL07AM49T	\$ 63,867.45	
NNL07AM50T	\$ 247,401.28	
NNL07AM51T	\$ 308,458.90	
NNL07AM52T	\$ 139,814.12	
NNL07AM53T	\$ 71,456.32	
NNL07AM54T	\$ 498,055.22	
NNL07AM55T	\$ 26,785.57	
NNL07AM56T	\$ 14,896.55	
NNL07AM57T	\$ 63,838.93	
NNL07AM58T	\$ 47,138.07	
NNL07AM59T	\$ 170,410.78	

TASK	TOTAL ESTIMATE \$	AWARD FEE PAYABLE
NNL07AM60T	\$ 81,629.14	
NNL07AM61T	\$ -	
NNL07AM62T	\$ 71,547.70	
NNL07AM63T	\$ -	
NNL07AM64T	\$ 13,374.62	
NNL07AM65T	\$ 44,565.66	
NNL07AM66T	\$ 19,941.43	
NNL07AM67T	\$ 243,487.62	
NNL07AM68T	\$ 143,241.21	
NNL07AM69T	\$ 116,214.96	
NNL07AM70T	\$ 78,571.27	
NNL07AM71T	\$ -	
NNL07AM72T	\$ 572,485.97	
NNL07AM73T	\$ 72,916.15	
NNL07AM74T	\$ 412,919.85	
NNL07AM75T	\$ 125,476.79	
NNL07AM76T	\$ 54,081.55	
NNL07AM77T	\$ 4,476.44	
NNL07AM78T	\$ 89,980.81	
NNL07AM79T	\$ 471,490.32	

TASK	TOTAL ESTIMATE \$	AWARD FEE PAYABLE
NNL07AM80T	\$ 107,782.11	
NNL07AM81T	\$ -	
NNL07AM82T	\$ 14,149.91	
NNL07AM83T	\$ -	
NNL07AM84T	\$ 54,194.48	
NNL07AM85T	\$ -	
NNL07AM86T	\$ 83,432.73	
NNL07AM87T	\$ 86,618.83	
NNL07AM88T	\$ 125,366.60	
NNL07AM89T	\$ 34,296.21	
NNL07AM90T	\$ 239,769.68	
NNL07AM91T	\$ -	
NNL07AM92T	\$ 164,642.80	
NNL07AM93T	\$ 49,765.36	
NNL07AM94T	\$ 81,033.74	
NNL07AM95T	\$ 201,619.14	
NNL07AM96T	\$ 113,770.90	
NNL07AM98T	\$ 353,073.54	
NNL07AM99T	\$ 103,240.51	
NNL07AN01T	\$ 96,454.68	

TASK	TOTAL ESTIMATE \$	AWARD FEE PAYABLE
NNL07AN02T	\$ 82,279.42	
NNL07AN03T	\$ 2,292.58	
NNL08AM01T	\$ 48,620.63	
NNL08AM02T	\$ 378,261.41	
NNL08AM03T	\$ 315,179.13	
NNL08AM05T	\$ 109,814.07	
NNL08AM06T	\$ 37,759.57	
NNL08AM07T	\$ 123,838.68	
NNL08AM08T	\$ 471,071.60	
NNL08AM09T	\$ 43,756.09	
NNL08AM10T	\$ 232,485.28	
NNL08AM11T	\$ 28,245.56	
NNL08AM12T	\$ 662,685.63	
NNL08AM13T	\$ 22,082.29	
NNL08AM14T	\$ 18,516.98	
NNL08AM15T	\$ 22,013.80	
NNL08AM16T	\$ 12,845.07	
NNL08AM17T	\$ 21,244.56	
TOTALS	\$ 23,253,039.32	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000005		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. Not Applicable	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	
8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, county, State and ZIP Code) ATK SPACE SYSTEMS INC 5050 POWDER MILL RD BELTSVILLE MD 20705-1971		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 8V543		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL07AA00B	
				10B. DATED (SEE ITEM 13) 12/05/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral, Mutual Agreement of Both Parties

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

1. Incorporate the attached revised Award Fee Plan and
2. Revise Modification 000004, paragraph 5. to include additional roll of material transferred from Contract NNL07AA00B (TEAMS) to Contract NNL04AA13B (SMA7AAAV) Northrup Grumman as follows:

IM7/977-2 Material, CCM-SPEC-001, Type II Material -
(1) Roll (No. 15 / 62 lbs) Value \$9,250.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sylvia Small	
15B. CONTRACTOR/OFFEROR [Redacted]		16B. UNITED STATES OF AMERICA Sylvia N. Small (Signature of Contracting Officer)	
16C. DATE SIGNED 12/3/08		16C. DATE SIGNED 12/3/08	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AWARD FEE EVALUATION PLAN
(APPLICABLE TO CLIN 2)

Technology, Engineering, and Aerospace Mission Support (TEAMS)

CONTRACT No. NNL07AA00B

CONTENTS

PART I	INTRODUCTION
PART II	AWARD FEE EVALUATION BOARD ORGANIZATIONAL STRUCTURE
PART III	EVALUATION REQUIREMENTS
PART IV	METHOD FOR DETERMINING AWARD FEE
PART V	CHANGES TO EVALUATION PLAN
ATTACHMENT 1	GRADING TABLE
ATTACHMENT 2	ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATIONS

L. David Wall: Technical Coordinator

Sylvia N. Small: Business Coordinator

Sherry Cox: Secretary

Steven G. Reznick: Chair

Richard J. Siebels: Member

Eric Vedeler: Member

Luat Nguyen: Member

Jonathan Ransom: Member

Trina M. Chytka: Member

Chris Johansen: Member

PART I — INTRODUCTION

(A) This plan covers the administration of the award fee provisions of Contract No. NNL07AA00B, dated 5 Dec 2006, with Swales Aerospace. The contract was awarded after completion of negotiations in accordance with the provisions of RFP NNL06148457.

Note: Modification 1, dated 22 Oct 2007, reflects a name change to Swales & Associates, Inc., DBA ATK Space resulting from a merger action.

Modification 4, dated 03 Nov 2008, reflects contractor name change to ATK Space Systems, Inc.

(B) This plan applies to CLIN 2 Task Orders. CLIN 3 Task Orders are not subject to this Award Fee Plan.

(C) The evaluation factors specified in Part III will be used to evaluate the Contractor's performance at the Task Order level.

(D) The following matters, among others, are covered in the contract:

- (1) The contractor is required to provide non-personal services to perform engineering, scientific, and related tasks. These services will assist the NASA Langley Research Center (LaRC) in meeting the objectives of its evolving mission functions along with interrelated functions of the agency and other NASA centers.
- (2) The term of the contract is from 5 Dec 2006 through 4 Dec 2011.
- (3) The estimated cost of performing the contract is \$ 200,000,000.00.
- (4) The award fee payable will be determined semi-annually by the Fee Determination Official in accordance with this plan.
- (5) Award fee determinations are not subject to the Disputes clause of the contract.
- (6) The FDO may unilaterally change the matters in this plan, as covered in Part V and not otherwise requiring mutual agreement under the contract, provided the contractor receives notice of the changes at least 10 work days PRIOR TO the beginning of the evaluation period to which the changes apply.

PART II — AWARD FEE EVALUATION BOARD ORGANIZATIONAL STRUCTURE

(A) Charter: The Award Fee Evaluation Board (AFEB) derives its authority from a Langley Research Center (LaRC) memorandum signed by the Center Director dated 1 Jun 2007.

The Charter of the AFEB is to maintain an organization and establish a method of operation which will ensure acquisition of data necessary to permit a valid semi-annual assessment of the Contractor's performance in the following three areas: (1) Technical Performance; (2) Management, Safety, and Security; and (3) Cost. The AFEB is to implement an evaluation plan, evaluate the Contractor's overall performance concerning the contract work, discuss such evaluations with the Contractor, and submit to the Fee Determination Official (FDO) a fee recommendation for each evaluation period with applicable results and findings.

(B) Award Fee Evaluation Board: The AFEB membership consists of those individuals appointed in memorandums dated 11 Jun 2007 and 8 Jan 2008 signed by the Associate Director. Changes in the AFEB Chairperson, other Voting members, Secretary, and Technical

and Business Coordinators will be approved by the FDO in writing. The Center Director assigns the FDO and will make changes as required. The Contractor will be provided with notification of any such changes in writing. The AFEB is comprised of:

(1) Fee Determination Official — A member of Langley Research Center (LaRC) management designated to review the semi-annual recommendation of the AFEB in order to make a final determination of the award fee. The Center Director shall make the appointment and any changes of the FDO in writing.

(2) AFEB Chairperson — A LaRC civil service employee designated to lead the award fee evaluation process. The Chair is responsible for leading the preparation of the award fee plan and for all meetings of the AFEB. The Chair shall schedule all meetings so that the evaluation process can be completed within the time allotted. If the AFEB Chair is unavailable to schedule and conduct the meeting, the FDO shall appoint one of the other voting members to serve as Chairperson for the Award Fee Evaluation period.

(3) AFEB Secretary — A LaRC civil service employee designated to document the activities of the AFEB. The Secretary is responsible for the minutes of meetings or other documentation that summarizes the information reviewed, including any additional information provided by the contractor, as well as documenting the consideration given to all such information.

(4) Technical Monitor — A NASA civil service employee designated to serve as a liaison between the Contractor and the Contracting Officer's Technical Representative (COTR). A Technical Monitor (TM) is responsible for monitoring the overall task performance by the Contractor including delivery of the final product and/or services identified in Task Orders, and Performance Work Statement. TMs are appointed by the COTR and are identified in the Task Order document.

(5) Coordinator — A LaRC civil service employee designated to receive, validate, assess and present performance information to the AFEB. There are two Coordinators for this contract:

(a) Technical Coordinator — responsible for documenting and presenting the evaluation of the Contractor's Technical Performance. The Technical Coordinator will assimilate the TMs' semi-annual evaluation reports and input their adjective and numerical ratings, significant strengths/weaknesses, and other pertinent performance evaluation information into a report. The report will include analysis of the evaluation data input from the Contractor, and Coordinator's conclusions/recommendations. The Technical Coordinator will also document strengths and weaknesses of the Contractor's performance under the Technical Performance Factor, and assign an adjective rating as described in Attachment 1 to Exhibit B.

(b) Business Coordinator — will evaluate the Management and Safety, and the Cost Factors, and will assign an adjective rating as described in Attachment 1 to Exhibit B for each Factor. In deriving a rating for the Management and Safety Factor, the Business Coordinator will take into account the effectiveness of the Contractor in recognizing and resolving business problems. The Business Coordinator will then perform a cost analysis as defined below and present the findings to the AFEB. The Business Coordinator will also document strengths and weaknesses in reference to Management and Safety along with the results of the Cost analysis.

The Coordinators' reports will be forwarded to the AFEB at least three working days prior to the scheduled AFEB meeting. The Coordinators will present an oral briefing of their evaluation results at the evaluation meetings.

(C) AFEB Meeting — The meetings will be scheduled so that the evaluation process can be completed and the Determinations and Findings presented to the FDO for action within 45 calendar days following completion of the evaluation period. At least four of the voting AFEB members shall be present in order to conduct the meeting.

PART III — EVALUATION REQUIREMENTS

The following is a description of the evaluation factors to be considered. The Contractor's performance levels will be assessed for each factor using the adjective ratings described in Attachment 1 to Exhibit B. The evaluation process will encompass actual performance and the conditions under which it was achieved. For example, performance will be considered in light of the priorities and workload existing during the evaluation period, taking into consideration factors beyond the Contractor's control, which either enhanced or detracted from performance.

(A) Technical Performance — The effectiveness of the Contractor's overall technical performance will be evaluated. The primary basis of the evaluation will be the specific standards/metrics listed in individual Task Orders.

(B) Management, Safety, and Security — The effectiveness of the Contractor's overall management will be evaluated at the contract level (vice the Task Order level). Consideration will be given to:

- (1) Staffing effectiveness, including:
 - a. Balancing retention of required skillsets vs. overall contract "cost creep"
 - b. Proper training to maintain required skillsets
- (2) Recognition, mitigation and management of Organizational Conflicts of Interest
- (3) Responsiveness to emergency and other urgent tasks
- (4) Compliance with US Government and NASA/LaRC regulations and procedures for:
 - a. Export control and general release of information
 - b. IT security and IT security training
 - c. Workplace safety and safety training
- (5) Effectiveness of the Contractor's safety and health program:
 - a. Evaluation of the Contractor's emphasis on safety:
 - (i) Safety training
 - (ii) Actions taken to prevent accidents or safety violations
 - (iii) Recognition of safety hazards/violations and remedial actions
 - (iv) Timeliness and adequacy of required safety documentation
 - b. Analysis of lost-time and other accidents:
 - (i) Frequency

- (ii) Types of accidents
 - (iii) Duration of lost time
 - (iv) Reasons for the accidents
 - (v) Assessment to determine if accidents represent isolated instances or are symptomatic of a contractor safety program deficiency
- (6) Effectiveness of the Contractor's security program:
- a. Maintenance of Top Secret facility clearance capability
 - b. Maintenance of sufficient number of appropriately cleared staff
 - c. Compliance with applicable security regulations
 - d. No major security breaches
- (7) Subcontracting goals
- a. Performance against the subcontracting plan incorporated in the contract. Consideration shall be given for accomplishment of goals for subcontracting with small business, HUBZone small business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns.
 - b. Consideration shall be given to achievements in subcontracting high technology efforts
- (8) Overall management effectiveness, including:
- a. Adequacy of equipment and other tools to perform the contract
 - b. Communications/cooperation/working relationships with Government
 - c. Quality and timeliness of required documentation
 - d. Recognition, resolution and prevention of problems
 - e. Soundness of management systems including:
 - (i) Control of Government property
 - (ii) Purchasing and subcontracting
 - (iii) Time and attendance
 - (iv) Work scheduling and control
 - f. Any other actions that significantly contribute to or detract from effective management.

(C) Cost Analyses — The effectiveness of the Contractor's management of cost will be evaluated. The cost evaluation is a subjective analysis based on a variety of factors. The evaluation will be based on the Task Orders performed during the six-month evaluation period, an overall assessment of the Contractor's indirect rates, and other areas of the planned and actual costs. These areas will include but are not limited to G&A and overhead, wrap rates, and material and travel costs. There will be two Task Order cost analyses also considered in the award fee process to address specific areas of cost performance as described below:

(1) Cost Overrun/Underrun Analysis: The Task Order Actual Cost will be compared to the Task Order Planned Cost for each Task Order performed during the six-month evaluation period. This analysis considers the percentage of tasks that fall at or below 105% of the Task Order Planned Cost. Minimizing overruns is always important, however, controlling underruns is also important as the Award fee is based on the estimated cost, not the actual cost.

(2) Cost Estimation Accuracy Analysis: This analysis assesses the Contractor's performance in controlling the actual number of Task Orders that exceed $\pm 10\%$ of the Task Order Planned Cost and managing the overall accuracy of its cost estimation. The analysis will provide an understanding of the overall Task Order compliance, rather than simply using an average that can be skewed by excellent performance on only the largest tasks. The analysis takes into consideration the Total Planned Cost, Total Actual Cost, and the number of Task Orders that fall within $\pm 10\%$ of the Task Order Planned Cost. This analysis will be performed in the following manner:

(a) Compute a percentage Task Order compliance based on the number of Task Orders where the Task Order Actual Cost is within $\pm 10\%$ of the Task Order Planned Cost.

(b) Compute a \pm percentage overall deviation by subtracting the Total Actual Cost from the Total Planned Cost and dividing the result by the Total Planned Cost.

(c) Compute the percentage overall Task Order compliance with the planned costs by computing $[100 - (\text{the absolute value of the percentage determined in (b) above})]$.

(d) Average the values determined by (a) and (c) above.

(3) Cost Analysis Report: The Contractor shall prepare and submit both Cost Analysis calculations defined above and include them as Appendix 1 to the self-assessment report. The analysis shall include:

(a) A listing of all Task Orders performed during the six-month evaluation period.

(b) The Task Order Planned Cost of each Task Order performed during the six-month evaluation period.

(c) The Task Order Actual Cost of each Task Order performed during the six-month evaluation period.

(d) The percentage of Task Orders where the Task Order Actual Cost falls at or below 105% of the Task Order Planned Cost.

(e) The Total Planned Cost of all Task Orders performed during the six-month evaluation period.

(f) The Total Actual Cost of all Task Orders performed during the six-month evaluation period.

(g) The percentage of Task Orders where the Task Order Actual Cost falls within $\pm 10\%$ of the Task Order Planned Cost.

(4) Definitions:

(a) Task Order Planned Cost = The final negotiated cost of the individual Task Order applicable to the six-month evaluation period.

(b) Task Order Actual Cost = The final cumulative cost incurred in performing the Task Order for the six-month evaluation period taken directly from the NASA Financial Management Report NF533.

(c) Total Planned Cost = The sum of the planned cost for all Task Orders or milestones performed during the six-month evaluation period.

(d) Total Actual Cost = The sum of the actual cost for all Task Orders or milestones performed during the six-month evaluation period.

The Government reserves the right to adjust both analyses listed above to correct errors in the Contractor's calculations or to factor in other circumstances that occurred during the six-month evaluation period.

PART IV – METHOD FOR DETERMINING AWARD FEE

(A) A determination of the award fee earned for each evaluation period will be made by the FDO within 45 days after the end of the period. The method to be followed in monitoring, evaluating and assessing contractor performance during the period, as well as for determining the award fee earned or paid, is described below. Attachment 2 to Exhibit B summarizes the principal activities and schedules involved.

(B) TMs will observe, assess, and report the performance by the Contractor on specified Task Orders. TMs will complete a semi-annual Task Order performance report using the standards/metrics specified in the Task Orders as the basis for evaluation. TMs will assign an overall adjective and numerical rating to Task Orders, with consideration given to quality, timeliness, and efficiency, using the definitions set forth in Attachment 1 to Exhibit B. In addition, TMs will indicate any major strengths or weaknesses that need to be brought to the AFEB's attention.

(C) The Contractor may submit a 20-page (or less) self-assessment report including cost analyses (not included in the 20-page limitation) to the technical and business coordinators within 25 calendar days from the end of the initial 5-month evaluation period and each additional 6-month evaluation period. The report shall contain any pertinent information that the Contractor considers to be critical to the evaluation process. The Technical and Business Coordinators will assess the Contractor's performance for the period using this report and other documentation. Furthermore, the Contractor will have the opportunity to provide a 15-minute presentation to the AFEB at the beginning of the AFEB meeting.

(D) The AFEB will implement a plan for evaluating the Contractor's performance and will periodically review the plan to determine if it is still current and whether any changes are necessary. The AFEB will convene on a schedule that ensures completion of the total award fee process within 60 calendar days after the end of the award fee period according to Attachment 2 to Exhibit B.

The AFEB will receive written and oral evaluation reports from the Coordinators. Using the approved evaluation plan and giving due consideration to all known performance data, the AFEB will assess the Contractor's overall performance. The AFEB will develop an adjective rating as set forth in Attachment 1 to Exhibit B for each of the Evaluation Factors: Technical Performance; Management, Safety and Security; and Cost. The adjective ratings will then be converted to a numerical rating.

The AFEB will then weigh each of the factor numerical ratings by the Factor weights as follows:

Technical Performance	50%
Management, Safety and Security	25%
Cost	25%

The AFEB will then sum the weighted scores to derive a recommended award fee rating. The AFEB will review the rating to ensure that it reflects the consensus of the AFEB members regarding the Contractor's overall performance for the period. The AFEB will then derive a recommended fee amount.

The AFEB meets with the Contractor to discuss findings and make changes, if needed. The AFEB will consider any further performance data offered by the Contractor, and, if necessary, will revise evaluation findings, adjective ratings, and recommended fee rating to reflect this additional information. The AFEB will document its evaluation results and recommended fee amount for transmittal to the FDO. If the FDO's final determination of award fee is different from that recommended by the AFEB, the FDO's rationale will be documented for the AFEB's file. The Board will prepare a "Notice of Award Fee" for transmittal by the Contracting Officer to the Contractor.

(E) The Office of Procurement will maintain the official award fee evaluation file containing: The AFEB Establishment Memorandum and revisions, evaluation plan and revisions, minutes of meetings, coordinators' and monitors' reports, contractor submittals, general correspondence, memoranda to the FDO, determinations of award fee, notices of award fee, and other documents of significance.

PART V— CHANGES TO EVALUATION PLAN

Throughout the period of performance, both parties to the contract are encouraged to submit suggestions for changing management emphasis, motivating higher performance levels, or simplifying the evaluation process. Both the Government and the contractor should work to eliminate any unnecessary contractual, organizational, or conceptual barriers that impede a partnering relationship.

The Government has the right to make unilateral changes to the plan. Any changes to this Award Fee Evaluation Plan will be made by the AFEB and will be approved by the AFEB Chairman. All changes will be effective at the beginning of the first award fee period after the Contracting Officer has notified the Contractor in writing of the changes.

Attachment 1

GRADING TABLE

<u>Adjectival Rating</u>	<u>Description</u>	<u>Range of Performance Points</u>
Excellent	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.	100-91
Very Good	Very effective performance, fully responsive to contract requirements accomplished in a timely, efficient, and economical manner for the most part. Only minor deficiencies.	90-81
Good	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.	80-71
Satisfactory	Meets or slightly exceeds minimum acceptable standards; adequate results. Reportable deficiencies with identifiable, but not substantial, effects on overall performance.	70-61
Poor/ Unsatisfactory	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance	Less than 61

Any factor receiving a grade of "Poor/Unsatisfactory" (less than 61) will be assigned zero performance points for the purposes of calculating the award fee amount. The Contractor will not be paid any award fee when the total award fee score is "Poor/Unsatisfactory" (less than 61).

In accordance with NFS 1816.405-274, an overall fee determination of zero will be assessed for any evaluation period in which there is either:

- (1) A major breach or safety or security as defined in NASA FAR Supplement (NFS) 1852.223-75; or
- (2) A significant cost overrun within the Contractor's control.

Attachment 2

ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATIONS

The following is a summary of the principal actions involved in determining the award fee for the evaluation periods.

<u>Action</u>	<u>Schedule (Calendar Days)</u>
1. AFEB Chair and members appointed.	Prior to end of the first award fee period
2. AFEB considers reports and other requested performance information.	On-going
3. Contractor submits self-assessment report.	NLT 14 calendar days after end of each award fee period
4. Technical Monitors submit evaluation reports.	NLT 21 calendar days after end of each award fee period
5. AFEB meets to assess Contractor's overall performance, assign an adjective rating and a proposed award fee based on the Scoring Guidelines.	NLT 39 calendar days after end of each award fee period
6. AFEB meets with the Contractor to discuss findings and make changes, if needed, based on any new information given by the Contractor.	NLT 39 calendar days after end of each award fee period
7. AFEB establishes findings and recommendations for the Award Fee Evaluation Report (AFER).	NLT 39 calendar days after end of each award fee period
8. AFEB chair submits AFER to the FDO.	NLT 40 calendar days after end of each award fee period
9. FDO considers the AFER and discusses it with AFEB, as appropriate.	NLT 44 calendar days after end of each award fee period
10. FDO signs award fee determination letter. Office of Procurement sends notification of Award Fee to the Contractor.	NLT 45 calendar days after end of each award fee period
11. Payment made to Contractor.	NLT 60 calendar days after end of period

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199		CODE LARC	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) ATK SPACE SYSTEMS, INC. 5050 POWDER MILL RD BELTSVILLE MD 20705-1971		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. NNL07AA00B	
				10B. DATED (SEE ITEM 13) 12/05/2006	
CODE 8V543		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 16, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Not Applicable					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Bilateral, Mutual Agreement of Both Parties				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE PAGE 2					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jason E. Taylor	
15B. CONTRACT/ORDER NO. [Redacted]		16B. UNITED STATES OF AMERICA [Signature]	
15C. DATE SIGNED 5/4/09		16C. DATE SIGNED 5/5/09	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification to ATK Space Systems, Inc. Contract #NNL07AA00B is to establish an indirect rate ceiling, revise the contract schedule of rates for task orders, revise the Award Fee Plan, and incorporate award fee payment for the 4th period.

Accordingly, the contract is modified as follows:

1. Award Fee payable for the 4th period as reflected on Attachment 1 is hereby incorporated.
2. Under Section H, Special Contract Requirements, add paragraph H.29 as follows:

**H.29 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90)
(APR 2002)**

A. Notwithstanding the provision of the clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect ceiling rates specified below or the actual rates, whichever are lower, for ATK fiscal year 2010. The Contractor's fiscal year runs from April 1, 2009, through March 31, 2010. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

Indirect Cost Pool	Contractor F.Y. (1 April thru 31 March)	Ceiling Percentage	Allocation Base
<hr/>			
<hr/>			
<hr/>			
<hr/>			

B. The above rate ceilings are in effect for Contractor's FY10 only, and are predicated upon the bases listed above and the accounting practices and accounting system in effect on April 1, 2009. If the Contractor changes its accounting practices or accounting system in any way during its FY10, the Contractor will immediately notify the Government. Within 30 days of such change the Contractor shall present to the Contracting Officer information that demonstrates that the change will not impact the allowable cost computed using the above rates or shall submit a proposal for adjustment of the ceiling so that the total cost allowable will not exceed the total costs that would have been allowable had the Contractor not changed its accounting practices or accounting system.

C. Thereafter, for the Contractor's fiscal year 2011 and 2012, the Contractor will propose any changes to indirect ceiling rates for the Indirect Cost Pools, "[REDACTED]" and "[REDACTED]" no later than 30 days after the start of each Contractor fiscal year in accordance with its current proposed bid rates for the [REDACTED] as submitted to DCMA. The Contractor and Contracting Officer will renegotiate the proposed ceiling rates in good faith for any equitable adjustments effective at the beginning of each Contractor fiscal year. During annual negotiations for ATK Fiscal Year ceiling rates, the prior year ceiling rate will stay in effect until negotiations are completed. Agreed upon ATK Fiscal Year rate adjustments will be retroactive to the start of ATK fiscal year.

D. During the Contractor's fiscal year, limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect rates are caused by:

- i. New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority, or other unusual events. Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

- ii. A proposal for any adjustment under paragraph (D) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 120 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

3. Under Section J, List of Attachments, make the following changes:

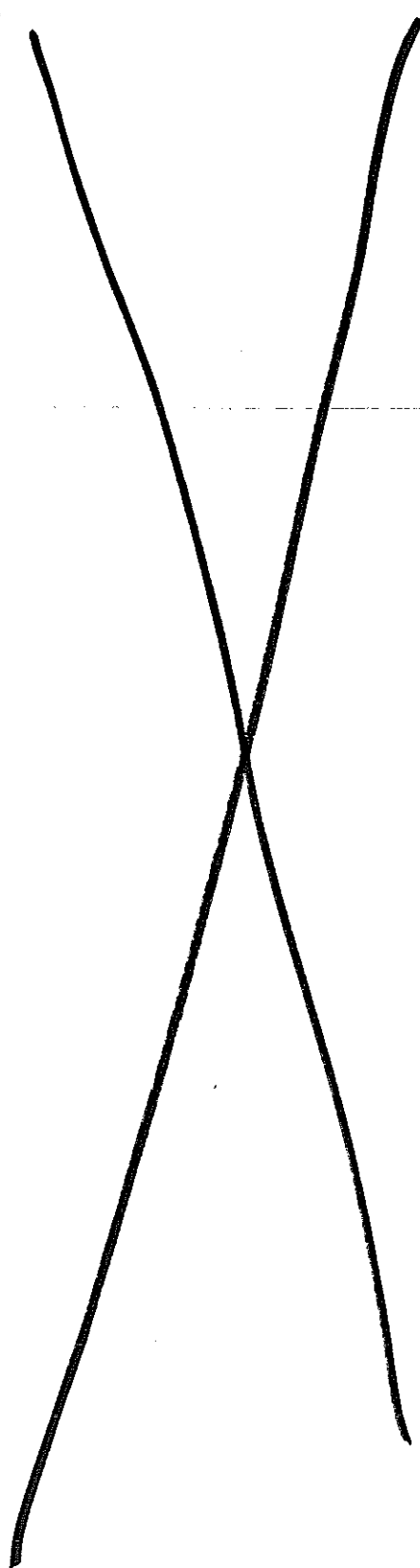
- A. Replace Exhibit B, "Award Fee Evaluation Plan" with the revised Exhibit B, attached hereto.
- B. Replace Exhibit C, "Schedule of Rates for Task Orders" with the revised Exhibit C, attached

hereto.

4. Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.

		AWARD FEE PAYABLE
TASK	TOTAL ESTIMATE \$	
NNL07AM00T		
	\$ 11,575,420.80	
NNL07AM01T		
	\$ 85,400.90	
NNL07AM02T		
	\$ 159,880.58	
NNL07AM03T		
	\$ 47,241.14	
NNL07AM04T		
	\$ 384,845.38	
NNL07AM05T		
	\$ 72,188.96	
NNL07AM06T		
	\$ 81,526.70	
NNL07AM07T		
	\$ 696,710.21	
NNL07AM08T		
	\$ 290,013.55	
NNL07AM10T		
	\$ 341,270.56	
NNL07AM11T		
	\$ 57,099.91	
NNL07AM12T		
	\$ 86,662.63	
NNL07AM13T		
	\$ 13,297.62	
NNL07AM14T		
	\$ 53,810.16	
NNL07AM15T		
	\$ 17,093.63	
NNL07AM17T		
	\$ 74,314.42	
NNL07AM18T		
	\$ 145,380.50	

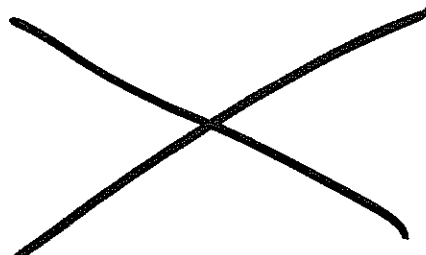
		AWARD FEE PAYABLE
TASK	TOTAL ESTIMATE \$	
NNL07AM19T		
	\$ 162,888.78	
NNL07AM20T		
	\$ 82,099.02	
NNL07AM21T		
	\$ 113,913.89	
NNL07AM22T		
	\$ 196,148.42	
NNL07AM23T		
	\$ 62,046.46	
NNL07AM24T		
	\$ 97,887.02	
NNL07AM25T		
	\$ 32,588.33	
NNL07AM26T		
	\$ 29,422.26	
NNL07AM27T		
	\$ 180,187.10	
NNL07AM28T		
	\$ 501,241.04	
NNL07AM29T		
	\$ 122,040.60	
NNL07AM31T		
	\$ 217,273.50	
NNL07AM32T		
	\$ 862,798.82	
NNL07AM33T		
	\$ 172,478.15	
NNL07AM34T		
	\$ 82,017.11	
NNL07AM36T		
	\$ 462,790.66	
NNL07AM37T		
	\$ 460,074.73	
NNL07AM38T		

		AWARD FEE PAYABLE
TASK	TOTAL ESTIMATE \$	
	\$ 236,197.97	
NNL07AM39T		
	\$ 105,211.33	
NNL07AM40T		
	\$ 339,357.42	
NNL07AM41T		
	\$ 93,934.99	
NNL07AM42T		
	\$ 68,176.87	
NNL07AM43T		
	\$ 100,959.48	
NNL07AM44T		
	\$ 118,278.41	
NNL07AM48T		
	\$ 60,859.69	
NNL07AM49T		
	\$ 66,955.06	
NNL07AM50T		
	\$ 260,976.36	
NNL07AM51T		
	\$ 300,340.06	
NNL07AM52T		
	\$ 199,985.50	
NNL07AM53T		
	\$ 80,487.23	
NNL07AM54T		
	\$ 512,568.67	
NNL07AM55T		
	\$ 24,967.95	
NNL07AM56T		
	\$ 21,258.54	
NNL07AM57T		
	\$ 64,972.77	
NNL07AM58T		
	\$ 49,091.89	

		AWARD FEE PAYABLE
TASK	TOTAL ESTIMATE \$	
NNL07AM59T		
	\$ 185,604.83	
NNL07AM60T		
	\$ 49,332.96	
NNL07AM62T		
	\$ 98,119.72	
NNL07AM64T		
	\$ 34,227.85	
NNL07AM65T		
	\$ 55,919.27	
NNL07AM67T		
	\$ 252,501.48	
NNL07AM68T		
	\$ 171,495.35	
NNL07AM69T		
	\$ 134,332.36	
NNL07AM70T		
	\$ 75,604.64	
NNL07AM72T		
	\$ 801,883.93	
NNL07AM73T		
	\$ 73,696.49	
NNL07AM74T		
	\$ 431,051.92	
NNL07AM75T		
	\$ 195,428.58	
NNL07AM76T		
	\$ 69,146.98	
NNL07AM78T		
	\$ 187,349.73	
NNL07AM79T		
	\$ 481,343.85	
NNL07AM80T		
	\$ 99,891.28	

		AWARD FEE PAYABLE
TASK	TOTAL ESTIMATE \$	
NNL07AM82T		
	\$ 86,940.49	
NNL07AM84T		
	\$ 39,586.32	
NNL07AM86T		
	\$ 90,133.36	
NNL07AM87T		
	\$ 86,403.43	
NNL07AM88T		
	\$ 134,568.48	
NNL07AM90T		
	\$ 348,708.12	
NNL07AM92T		
	\$ 176,618.14	
NNL07AM93T		
	\$ 51,165.77	
NNL07AM94T		
	\$ 91,879.94	
NNL07AM95T		
	\$ 354,101.51	
NNL07AM96T		
	\$ 147,386.13	
NNL07AM99T		
	\$ 99,051.09	
NNL07AN01T		
	\$ 100,751.00	
NNL08AM01T		
	\$ 42,455.90	
NNL08AM02T		
	\$ 562,543.65	
NNL08AM03T		
	\$ 702,829.04	
NNL08AM05T		
	\$ 189,255.56	
NNL08AM06T		

		AWARD FEE PAYABLE
TASK	TOTAL ESTIMATE \$	
	\$ 45,374.64	
NNL08AM07T		
	\$ 139,440.86	
NNL08AM08T		
	\$ 70,619.32	
NNL08AM09T		
	\$ 80,177.72	
NNL08AM11T		
	\$ 54,833.34	
NNL08AM13T		
	\$ 28,081.97	
NNL08AM14T		
	\$ 54,249.96	
NNL08AM15T		
	\$ 128,520.57	
NNL08AM16T		
	\$ 131,128.27	
NNL08AM17T		
	\$ 88,663.68	
NNL08AM18T		
	\$ 118,641.80	
NNL08AM19T		
	\$ 375,535.80	
NNL08AM20T		
	\$ 22,671.63	
NNL08AM21T		
	\$ 30,663.55	
NNL08AM22T		
	\$ 154,410.90	
NNL08AM23T		
	\$ 319,817.61	
NNL08AM25T		
	\$ 267,412.82	
NNL08AM26T	\$ -	
	\$ 24,463.00	

		AWARD FEE PAYABLE
TASK	TOTAL ESTIMATE \$	
NNL08AM27T	\$ -	
	\$ 31,950.82	
NNL09AM01T	\$ -	
	\$ 15,222.64	
TOTALS	\$ 29,607,823.78	

AWARD FEE EVALUATION PLAN
(APPLICABLE TO CLIN 2)

Technology, Engineering, and Aerospace Mission Support (TEAMS)

CONTRACT No. NNL07AA00B

CONTENTS

PART I	INTRODUCTION
PART II	AWARD FEE EVALUATION BOARD ORGANIZATIONAL STRUCTURE
PART III	EVALUATION REQUIREMENTS
PART IV	METHOD FOR DETERMINING AWARD FEE
PART V	CHANGES TO EVALUATION PLAN
ATTACHMENT 1	GRADING TABLE
ATTACHMENT 2	ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATIONS

L. David Wall: Technical Coordinator

Jason E. Taylor: Business Coordinator

Jennifer Frost: Secretary

Steven G. Reznick: Chair

Richard J. Siebels: Member

Eric Vedeler: Member

Luat Nguyen: Member

Jonathan Ransom: Member

Trina M. Chytka: Member

Chris Johansen: Member

PART I — INTRODUCTION

(A) This plan covers the administration of the award fee provisions of Contract No. NNL07AA00B, dated 5 Dec 2006, with Swales Aerospace. The contract was awarded after completion of negotiations in accordance with the provisions of RFP NNL06148457.

Note: Modification 1, dated 22 Oct 2007, reflects a name change to Swales & Associates, Inc., DBA ATK Space resulting from a merger action.

Modification 4, dated 03 Nov 2008, reflects contractor name change to ATK Space Systems, Inc.

(B) This plan applies to CLIN 2 Task Orders. CLIN 3 Task Orders are not subject to this Award Fee Plan.

(C) The evaluation factors specified in Part III will be used to evaluate the Contractor's performance at the Task Order level.

(D) The following matters, among others, are covered in the contract:

- (1) The contractor is required to provide non-personal services to perform engineering, scientific, and related tasks. These services will assist the NASA Langley Research Center (LaRC) in meeting the objectives of its evolving mission functions along with interrelated functions of the agency and other NASA centers.
- (2) The term of the contract is from 5 Dec 2006 through 4 Dec 2011.
- (3) The estimated cost of performing the contract is \$ 200,000,000.00.
- (4) The award fee payable will be determined semi-annually by the Fee Determination Official in accordance with this plan.
- (5) Award fee determinations are not subject to the Disputes clause of the contract.
- (6) The FDO may unilaterally change the matters in this plan, as covered in Part V and not otherwise requiring mutual agreement under the contract, provided the contractor receives notice of the changes at least 10 work days PRIOR TO the beginning of the evaluation period to which the changes apply.

PART II — AWARD FEE EVALUATION BOARD ORGANIZATIONAL STRUCTURE

(A) Charter: The Award Fee Evaluation Board (AFEB) derives its authority from a Langley Research Center (LaRC) memorandum signed by the Center Director dated 1 Jun 2007.

The Charter of the AFEB is to maintain an organization and establish a method of operation which will ensure acquisition of data necessary to permit a valid semi-annual assessment of the Contractor's performance in the following three areas: (1) Technical Performance; (2) Management, Safety, and Security; and (3) Cost. The AFEB is to implement an evaluation plan, evaluate the Contractor's overall performance concerning the contract work, discuss such evaluations with the Contractor, and submit to the Fee Determination Official (FDO) a fee recommendation for each evaluation period with applicable results and findings.

(B) Award Fee Evaluation Board: The AFEB membership consists of those individuals appointed in memorandums dated 11 Jun 2007 and 8 Jan 2008 signed by the Associate Director. Changes in the AFEB Chairperson, other Voting members, Secretary, and Technical

and Business Coordinators will be approved by the FDO in writing. The Center Director assigns the FDO and will make changes as required. The Contractor will be provided with notification of any such changes in writing. The AFEB is comprised of:

(1) Fee Determination Official — A member of Langley Research Center (LaRC) management designated to review the semi-annual recommendation of the AFEB in order to make a final determination of the award fee. The Center Director shall make the appointment and any changes of the FDO in writing.

(2) AFEB Chairperson — A LaRC civil service employee designated to lead the award fee evaluation process. The Chair is responsible for leading the preparation of the award fee plan and for all meetings of the AFEB. The Chair shall schedule all meetings so that the evaluation process can be completed within the time allotted. If the AFEB Chair is unavailable to schedule and conduct the meeting, the FDO shall appoint one of the other voting members to serve as Chairperson for the Award Fee Evaluation period.

(3) AFEB Secretary — A LaRC civil service employee designated to document the activities of the AFEB. The Secretary is responsible for the minutes of meetings or other documentation that summarizes the information reviewed, including any additional information provided by the contractor, as well as documenting the consideration given to all such information.

(4) Technical Monitor — A NASA civil service employee designated to serve as a liaison between the Contractor and the Contracting Officer's Technical Representative (COTR). A Technical Monitor (TM) is responsible for monitoring the overall task performance by the Contractor including delivery of the final product and/or services identified in Task Orders, and Performance Work Statement. TMs are appointed by the COTR and are identified in the Task Order document.

(5) Coordinator — A LaRC civil service employee designated to receive, validate, assess and present performance information to the AFEB. There are two Coordinators for this contract:

(a) Technical Coordinator — responsible for documenting and presenting the evaluation of the Contractor's Technical Performance. The Technical Coordinator will assimilate the TMs' semi-annual evaluation reports and input their adjective and numerical ratings, significant strengths/weaknesses, and other pertinent performance evaluation information into a report. The report will include analysis of the evaluation data input from the Contractor, and Coordinator's conclusions/recommendations. The Technical Coordinator will also document strengths and weaknesses of the Contractor's performance under the Technical Performance Factor, and assign an adjective rating as described in Attachment 1 to Exhibit B.

(b) Business Coordinator — will evaluate the Management and Safety, and the Cost Factors, and will assign an adjective rating as described in Attachment 1 to Exhibit B for each Factor. In deriving a rating for the Management and Safety Factor, the Business Coordinator will take into account the effectiveness of the Contractor in recognizing and resolving business problems. The Business Coordinator will then perform a cost analysis as defined below and present the findings to the AFEB. The Business Coordinator will also document strengths and weaknesses in reference to Management and Safety along with the results of the Cost analysis.

The Coordinators' reports will be forwarded to the AFEB at least three working days prior to the scheduled AFEB meeting. The Coordinators will present an oral briefing of their evaluation results at the evaluation meetings.

(C) AFEB Meeting — The meetings will be scheduled so that the evaluation process can be completed and the Determinations and Findings presented to the FDO for action within 45 calendar days following completion of the evaluation period. At least four of the voting AFEB members shall be present in order to conduct the meeting.

PART III — EVALUATION REQUIREMENTS

The following is a description of the evaluation factors to be considered. The Contractor's performance levels will be assessed for each factor using the adjective ratings described in Attachment 1 to Exhibit B. The evaluation process will encompass actual performance and the conditions under which it was achieved. For example, performance will be considered in light of the priorities and workload existing during the evaluation period, taking into consideration factors beyond the Contractor's control, which either enhanced or detracted from performance.

(A) Technical Performance — The effectiveness of the Contractor's overall technical performance will be evaluated. The primary basis of the evaluation will be the specific standards/metrics listed in individual Task Orders.

(B) Management, Safety, and Security — The effectiveness of the Contractor's overall management will be evaluated at the contract level (vice the Task Order level). Consideration will be given to:

- (1) Staffing effectiveness, including:
 - a. Balancing retention of required skillsets vs. overall contract "cost creep"
 - b. Proper training to maintain required skillsets
- (2) Recognition, mitigation and management of Organizational Conflicts of Interest
- (3) Responsiveness to emergency and other urgent tasks
- (4) Compliance with US Government and NASA/LaRC regulations and procedures for:
 - a. Export control and general release of information
 - b. IT security and IT security training
 - c. Workplace safety and safety training
- (5) Effectiveness of the Contractor's safety and health program:
 - a. Evaluation of the Contractor's emphasis on safety:
 - (i) Safety training
 - (ii) Actions taken to prevent accidents or safety violations
 - (iii) Recognition of safety hazards/violations and remedial actions
 - (iv) Timeliness and adequacy of required safety documentation
 - b. Analysis of lost-time and other accidents:
 - (i) Frequency

- (ii) Types of accidents
 - (iii) Duration of lost time
 - (iv) Reasons for the accidents
 - (v) Assessment to determine if accidents represent isolated instances or are symptomatic of a contractor safety program deficiency
- (6) Effectiveness of the Contractor's security program:
- a. Maintenance of Top Secret facility clearance capability
 - b. Maintenance of sufficient number of appropriately cleared staff
 - c. Compliance with applicable security regulations
 - d. No major security breaches
- (7) Subcontracting goals
- a. Performance against the subcontracting plan incorporated in the contract. Consideration shall be given for accomplishment of goals for subcontracting with small business, HUBZone small business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns.
 - b. Consideration shall be given to achievements in subcontracting high technology efforts
- (8) Overall management effectiveness, including:
- a. Adequacy of equipment and other tools to perform the contract
 - b. Communications/cooperation/working relationships with Government
 - c. Quality and timeliness of required documentation
 - d. Recognition, resolution and prevention of problems
 - e. Soundness of management systems including:
 - (i) Control of Government property
 - (ii) Purchasing and subcontracting
 - (iii) Time and attendance
 - (iv) Work scheduling and control
 - f. Any other actions that significantly contribute to or detract from effective management.

(C) Cost Analyses — The effectiveness of the Contractor's management of cost will be evaluated. The cost evaluation is a subjective analysis based on a variety of factors. The evaluation will be based on the Task Orders performed during the six-month evaluation period, an overall assessment of the Contractor's indirect rates, and other areas of the planned and actual costs. These areas will include but are not limited to G&A and overhead, wrap rates, and material and travel costs. There will be two Task Order cost analyses also considered in the award fee process to address specific areas of cost performance as described below:

(1) Cost Overrun/Underrun Analysis: The Task Order Actual Cost will be compared to the Task Order Planned Cost for each Task Order performed during the six-month evaluation period. This analysis considers the percentage of tasks that fall at or below 105% of the Task Order Planned Cost. Minimizing overruns is always important, however, controlling underruns is also important as the Award fee is based on the estimated cost, not the actual cost.

(2) Cost Estimation Accuracy Analysis: This analysis assesses the Contractor's performance in controlling the actual number of Task Orders that exceed $\pm 10\%$ of the Task Order Planned Cost and managing the overall accuracy of its cost estimation. The analysis will provide an understanding of the overall Task Order compliance, rather than simply using an average that can be skewed by excellent performance on only the largest tasks. The analysis takes into consideration the Total Planned Cost, Total Actual Cost, and the number of Task Orders that fall within $\pm 10\%$ of the Task Order Planned Cost. This analysis will be performed in the following manner:

(a) Compute a percentage Task Order compliance based on the number of Task Orders where the Task Order Actual Cost is within $\pm 10\%$ of the Task Order Planned Cost.

(b) Compute a \pm percentage overall deviation by subtracting the Total Actual Cost from the Total Planned Cost and dividing the result by the Total Planned Cost.

(c) Compute the percentage overall Task Order compliance with the planned costs by computing $[100 - (\text{the absolute value of the percentage determined in (b) above})]$.

(d) Average the values determined by (a) and (c) above.

(3) Cost Analysis Report: The Contractor shall prepare and submit both Cost Analysis calculations defined above and include them as Appendix 1 to the self-assessment report. The analysis shall include:

(a) A listing of all Task Orders performed during the six-month evaluation period.

(b) The Task Order Planned Cost of each Task Order performed during the six-month evaluation period.

(c) The Task Order Actual Cost of each Task Order performed during the six-month evaluation period.

(d) The percentage of Task Orders where the Task Order Actual Cost falls at or below 105% of the Task Order Planned Cost.

(e) The Total Planned Cost of all Task Orders performed during the six-month evaluation period.

(f) The Total Actual Cost of all Task Orders performed during the six-month evaluation period.

(g) The percentage of Task Orders where the Task Order Actual Cost falls within $\pm 10\%$ of the Task Order Planned Cost.

(4) Definitions:

(a) Task Order Planned Cost = The final negotiated cost of the individual Task Order applicable to the six-month evaluation period.

(b) Task Order Actual Cost = The final cumulative cost incurred in performing the Task Order for the six-month evaluation period taken directly from the NASA Financial Management Report NF533.

(c) Total Planned Cost = The sum of the planned cost for all Task Orders or milestones performed during the six-month evaluation period.

(d) Total Actual Cost = The sum of the actual cost for all Task Orders or milestones performed during the six-month evaluation period.

The Government reserves the right to adjust both analyses listed above to correct errors in the Contractor's calculations or to factor in other circumstances that occurred during the six-month evaluation period.

PART IV – METHOD FOR DETERMINING AWARD FEE

(A) A determination of the award fee earned for each evaluation period will be made by the FDO within 45 days after the end of the period. The method to be followed in monitoring, evaluating and assessing contractor performance during the period, as well as for determining the award fee earned or paid, is described below. Attachment 2 to Exhibit B summarizes the principal activities and schedules involved.

(B) TMs will observe, assess, and report the performance by the Contractor on specified Task Orders. TMs will complete a semi-annual Task Order performance report using the standards/metrics specified in the Task Orders as the basis for evaluation. TMs will assign an overall adjective and numerical rating to Task Orders, with consideration given to quality, timeliness, and efficiency, using the definitions set forth in Attachment 1 to Exhibit B. In addition, TMs will indicate any major strengths or weaknesses that need to be brought to the AFEB's attention.

(C) The Contractor may submit a 20-page (or less) self-assessment report including cost analyses (not included in the 20-page limitation) to the technical and business coordinators within 25 calendar days from the end of the initial 5-month evaluation period and each additional 6-month evaluation period. The report shall contain any pertinent information that the Contractor considers to be critical to the evaluation process. The Technical and Business Coordinators will assess the Contractor's performance for the period using this report and other documentation. Furthermore, the Contractor will have the opportunity to provide a 15-minute presentation to the AFEB at the beginning of the AFEB meeting.

(D) The AFEB will implement a plan for evaluating the Contractor's performance and will periodically review the plan to determine if it is still current and whether any changes are necessary. The AFEB will convene on a schedule that ensures completion of the total award fee process within 60 calendar days after the end of the award fee period according to Attachment 2 to Exhibit B.

The AFEB will receive written and oral evaluation reports from the Coordinators. Using the approved evaluation plan and giving due consideration to all known performance data, the AFEB will assess the Contractor's overall performance. The AFEB will develop an adjective rating as set forth in Attachment 1 to Exhibit B for each of the Evaluation Factors: Technical Performance; Management, Safety and Security; and Cost. The adjective ratings will then be converted to a numerical rating.

The AFEB will then weigh each of the factor numerical ratings by the Factor weights as follows:

Technical Performance	50%
Management, Safety and Security	20%
Cost	30%

The AFEB will then sum the weighted scores to derive a recommended award fee rating. The AFEB will review the rating to ensure that it reflects the consensus of the AFEB members regarding the Contractor's overall performance for the period. The AFEB will then derive a recommended fee amount.

The AFEB meets with the Contractor to discuss findings and make changes, if needed. The AFEB will consider any further performance data offered by the Contractor, and, if necessary, will revise evaluation findings, adjective ratings, and recommended fee rating to reflect this additional information. The AFEB will document its evaluation results and recommended fee amount for transmittal to the FDO. If the FDO's final determination of award fee is different from that recommended by the AFEB, the FDO's rationale will be documented for the AFEB's file. The Board will prepare a "Notice of Award Fee" for transmittal by the Contracting Officer to the Contractor.

(E) The Office of Procurement will maintain the official award fee evaluation file containing: The AFEB Establishment Memorandum and revisions, evaluation plan and revisions, minutes of meetings, coordinators' and monitors' reports, contractor submittals, general correspondence, memoranda to the FDO, determinations of award fee, notices of award fee, and other documents of significance.

PART V — CHANGES TO EVALUATION PLAN

Throughout the period of performance, both parties to the contract are encouraged to submit suggestions for changing management emphasis, motivating higher performance levels, or simplifying the evaluation process. Both the Government and the contractor should work to eliminate any unnecessary contractual, organizational, or conceptual barriers that impede a partnering relationship.

The Government has the right to make unilateral changes to the plan. Any changes to this Award Fee Evaluation Plan will be made by the AFEB and will be approved by the AFEB Chairman. All changes will be effective at the beginning of the first award fee period after the Contracting Officer has notified the Contractor in writing of the changes.

Attachment 1

GRADING TABLE

<u>Adjectival Rating</u>	<u>Description</u>	<u>Range of Performance Points</u>
Excellent	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.	100-91
Very Good	Very effective performance, fully responsive to contract requirements accomplished in a timely, efficient, and economical manner for the most part. Only minor deficiencies.	90-81
Good	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.	80-71
Satisfactory	Meets or slightly exceeds minimum acceptable standards; adequate results. Reportable deficiencies with identifiable, but not substantial, effects on overall performance.	70-61
Poor/ Unsatisfactory	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance	Less than 61

Any factor receiving a grade of "Poor/Unsatisfactory" (less than 61) will be assigned zero performance points for the purposes of calculating the award fee amount. The Contractor will not be paid any award fee when the total award fee score is "Poor/Unsatisfactory" (less than 61).

In accordance with NFS 1816.405-274, an overall fee determination of zero will be assessed for any evaluation period in which there is either:

- (1) A major breach or safety or security as defined in NASA FAR Supplement (NFS) 1852.223-75; or
- (2) A significant cost overrun within the Contractor's control.

Attachment 2

ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATIONS

The following is a summary of the principal actions involved in determining the award fee for the evaluation periods.

<u>Action</u>	<u>Schedule (Calendar Days)</u>
1. AFEB Chair and members appointed.	Prior to end of the first award fee period
2. AFEB considers reports and other requested performance information.	On-going
3. Contractor submits self-assessment report.	NLT 14 calendar days after end of each award fee period
4. Technical Monitors submit evaluation reports.	NLT 21 calendar days after end of each award fee period
5. AFEB meets to assess Contractor's overall performance, assign an adjective rating and a proposed award fee based on the Scoring Guidelines.	NLT 39 calendar days after end of each award fee period
6. AFEB meets with the Contractor to discuss findings and make changes, if needed, based on any new information given by the Contractor.	NLT 39 calendar days after end of each award fee period
7. AFEB establishes findings and recommendations for the Award Fee Evaluation Report (AFER).	NLT 39 calendar days after end of each award fee period
8. AFEB chair submits AFER to the FDO.	NLT 40 calendar days after end of each award fee period
9. FDO considers the AFER and discusses it with AFEB, as appropriate.	NLT 44 calendar days after end of each award fee period
10. FDO signs award fee determination letter. Office of Procurement sends notification of Award Fee to the Contractor.	NLT 45 calendar days after end of each award fee period
11. Payment made to Contractor.	NLT 60 calendar days after end of period

Task Order Schedule of Rates**Contract Year 3**

Classification
Technical Professional
Computer Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Engineer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Engineer Supervisor
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Multimedia Specialist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Operational Aircraft Pilot
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Programmer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Project Manager
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Research Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan

Task Order Schedule of Rates**Contract Year 3**

Classification
Senior Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Systems Analyst
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Support Personnel
Administrative Associate
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Air Traffic Controller
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Documentarian
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Project Planner
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Scheduler/Cost Analyst
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Support Multimedia Specialist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan

Task Order Schedule of Rates**Contract Year 3**

<u>Classification</u>
<u>Support Programmer</u>
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
<u>Technician</u>
<u>Designer</u>
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
<u>Electronic Technician</u>
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
<u>Engineering Associate</u>
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
<u>Mechanical Technician</u>
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
<u>Test Assistant</u>
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
<u>Test Conductor</u>
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan

Task Order Schedule of Rates**Contract Year 4**

Classification
Technical Professional
Computer Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Engineer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Engineer Supervisor
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Multimedia Specialist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Operational Aircraft Pilot
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Programmer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Project Manager
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Research Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan

Task Order Schedule of Rates**Contract Year 4**

Classification
Senior Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Systems Analyst
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Support Personnel
Administrative Associate
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Air Traffic Controller
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Documentarian
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Project Planner
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Scheduler/Cost Analyst
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Support Multimedia Specialist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan

Task Order Schedule of Rates**Contract Year 4**

Classification
Support Programmer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Technician
Designer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Electronic Technician
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Engineering Associate
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Mechanical Technician
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Test Assistant
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Test Conductor
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan

Task Order Schedule of Rates**Contract Year 5**

Classification
Technical Professional
Computer Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Engineer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Engineer Supervisor
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Multimedia Specialist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Operational Aircraft Pilot
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Programmer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Project Manager
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Research Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan

Task Order Schedule of Rates**Contract Year 5**

Classification
Senior Scientist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Systems Analyst
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Support Personnel
Administrative Associate
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Air Traffic Controller
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Documentarian
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Project Planner
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Scheduler/Cost Analyst
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Support Multimedia Specialist
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan

Task Order Schedule of Rates**Contract Year 5**

Classification
Support Programmer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Technician
Designer
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Electronic Technician
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Engineering Associate
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Mechanical Technician
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Test Assistant
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan
Test Conductor
ATK LaRC
ATK Beltsville Engineering
ATK Beltsville Production
Lockheed Martin
Vigyan